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3 UNITED STATES DISTRICT COURT  
4 DISTRICT OF NEVADA

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6 JEFFREY S. DUNMIRE,  
7 Plaintiff,

8 vs.

9 SELECT PORTFOLIO SERVICING, INC.,  
10 Defendant.

2:18-CV-02302-MMD-VCF

**ORDER AND**  
**REPORT AND RECOMMENDATION**

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12 Before the court is Select Portfolio Servicing Inc.'s Motion to Enforce Settlement Agreement (ECF  
13 NO. 11). Having considered the parties' filings and arguments presented at the hearing held on April 30,  
14 2019 (ECF No. 22), the court finds:

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16 1. On February 14, 2019, at 5:33 AM, the parties agreed to settlement terms set forth  
17 in an e-mail exchange between counsel filed on the docket as ECF No. 11-1, page 2 of 4.  
18 The settlement also included, pursuant to the parties understanding, the standard term of  
the plaintiff releasing all claims against defendant, known and unknown, as of 5:33 AM,  
February 14, 2019.

19 2. Beginning on February 16, 2019, further items appeared on Plaintiff's credit report  
20 concerning the debt and real property which were the subject of this litigation. These  
events are not released by the settlement of this case.

21 3. The settlement agreement is enforceable and includes all claims asserted by  
22 plaintiff in this action and all claims against defendant, known and unknown, which were  
23 ripe at 5:33 AM on February 14, 2019.  
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Therefore, IT IS HEREBY RECOMMENDED that Select Portfolio Servicing Inc.'s Motion to Enforce Settlement Agreement (ECF NO. 11) be GRANTED and plaintiff's claims against defendant be dismissed with prejudice, each side bearing its own costs and attorneys' fees.

IT IS FURTHER ORDERED that Plaintiff's Motion for Leave to File Amended Complaint (ECF NO. 13) is DENIED AS MOOT, with no determination of the merits of the claims plaintiff seeks to add to this action; and Counter-Motion to Stay (ECF NO. 16) is DENIED AS MOOT.

DATED this 30th day of April, 2019.

Cam Fackel

CAM FERENBACH  
UNITED STATES MAGISTRATE JUDGE